first
UNDERWRITING

Motorsport :
Event Road Sections
Policy Wording

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General Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy or in the certificate of motor insurance, Schedule or Endorsements.

Accessories	Motoring equipment (other than audio visual equipment) kept in or on The vehicle which has been specifically designed for use with The Vehicle.
Approved repairer	A motor vehicle repairer which is a member of our approved repairer network and is authorised by Us or our representative to repair The Vehicle following a valid claim under Section 1 of this insurance. If The Vehicle is of specialist build e.g. a competition car, We may, with Our prior authority, grant permission for the repair to be carried out with an alternative repairer.
Certificate of motor insurance	The document, required by law to evidence the existence of the minimum compulsory insurance in accordance with Road Traffic Acts and which details whom may drive The Vehicle and the purpose for which it may be used.
Cover/covered	The insurance we will provide/that is provided under the policy.
Endorsement	An additional clause that either alters the details shown in the Schedule or a term or terms contained in this policy.
Excess	The first part of a claim which You must pay.
Information and statements	The information You have provided Us when asking Us to provide insurance. This will include the information contained in any proposal form You complete as well as any other information You may provide as part of Your duty of fair presentation.
Market value	The cost of replacing The Vehicle with one of a similar age, type, condition and history by reference to vehicle value websites and publications (including but not limited to 'Glasses Guide') and, where applicable, a suitably qualified independent motor engineer.
Period of Insurance	The period between the 'effective from' date and time and the 'to' date and time shown on the Schedule**.**
Premium	The amount of money You will pay to be covered by this insurance policy.
Schedule	The document headed 'schedule' which is provided with this policy and shows: • Your details; • The details and registration number of The Vehicle ; • The period of Insurance; • The cover applying, whether comprehensive, third party fire and theft or third party only; • Any endorsements which apply.
Statement of insurance/statement of fact	The document that details the information and statements that You provided to Us or were given to Us on Your behalf at the time You applied for insurance and which forms Your presentation of risk.

Territorial Limits	Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
We, Our, Us	Accredited Insurance (Europe) Ltd – UK Branch and, where the context requires, First Underwriting Limited
You, Your	The person named as the policyholder in the Schedule.
The Event	The policyholder of Your Insurance and the organising body of the regulated event in which You are participating and are Covered by this Policy.
The Owner	The registered keeper of The Vehicle as described in the V5 document issued by DVLA
The Vehicle	The vehicle (including its accessories) described in the schedule and any other vehicle for which details have been supplied to Us and an effective Certificate of motor insurance (and/or a windscreen disc if applicable) specifying the registration mark has been issued to You by Us.

Important Information

Introduction to Your policy

Welcome to this motor insurance policy which has been issued by Slipstream Underwriting a trading style of First Underwriting Ltd on behalf of Accredited Insurance (Europe) Ltd – UK Branch.

Our contract with You

This document is evidence of a legally binding contract of insurance between You and Us. If it does not meet with Your requirements please contact Your broker in the first instance.

You must read this policy wording, the schedule and the certificate of motor insurance together. The schedule tells You which sections of the policy apply.

Delegated authority

First Underwriting Limited are an intermediary and not an insurer. First Underwriting Limited has not made any personal recommendation regarding the sale of this policy.

This policy is issued in accordance with the authorisation that Accredited Insurance (Europe) Ltd – UK Branch have granted to First Underwriting Limited, First Underwriting Ltd, The Gherkin 30 St Mary Axe London EC3A 8EP. This contract makes the First Underwriting Limited our agent and gives them the authority to perform certain acts on our behalf, but does not affect Your rights to claim or make a complaint.

Applicable law and language

The law of England and Wales will apply to this contract unless:

You and We agree otherwise; or
At the start date of the contract You are a resident of (or, in the case of a business, the registered office or principle place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply.

Regulation and signature

Accredited Insurance (Europe) Ltd is licenced in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

First Underwriting Ltd act as an administrator on behalf Accredited Insurance (Europe) Ltd – UK Branch.

Stuart McMurdo
Chief Executive Officer
Accredited Insurance (Europe) Limited – UK Branch

Gemma Stanley
Managing Director
First Underwriting Limited

Regulation:

Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

Accredited Insurance (Europe) Limited – UK Branch (UK Establishment Number: BR021362; FRN:608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta.

Accredited Insurance (Europe) Limited – UK Branch has a place of registration and principal place of business at 70 Fenchurch Street, London, EC3M 4BR. UK Companies House registered no. BR021362".

First Underwriting Ltd, registered in England & Wales, Company No 07857938. Authorised and Regulated by the Financial Conduct Authority under No 624585.

Conditions that apply to all of this policy

1. General

We will only provide the cover set out in this policy if You keep to all the terms and conditions of the policy.

2. Your duty to not make a misrepresentation

You must take reasonable care not to make a misrepresentation of the risk (as set out in the Consumer Insurance (Disclosure and Representations) Act 2012) to Us in proposing or proposing to vary the insurance provided by this policy. If You or anyone acting on Your behalf breaches Your duty to not make a misrepresentation of the risk at or prior to the commencement of the period of insurance, then Our remedies shall be as follows:

a) if such breach is deliberate or reckless, We may:

   i) treat this policy as having been terminated from its inception; and

   ii) retain the premium.

b) if such breach is not deliberate or reckless and We would not have entered into this policy but for the breach, We may by notice to You treat this policy as having been terminated from its inception, so We may refuse all claims but We shall return the premium; and

   i) in all other cases if, but for the said breach, We would have entered into this policy but:

      I) on different terms (other than terms relating to the premium), We may require that this policy is treated as if it had been entered into on those different terms from the outset;or

      II) would have charged a higher premium, We may reduce proportionately the amount tobe paid on a claim (and, if applicable, the amount already paid on prior claims).

3. Claims history

Under the conditions of Your policy You must tell Us about any incidents (such as fire, theft or an accident) whether or not they give rise to a claim.

4. Taking care of Your Vehicle

You must make sure that:

- Your vehicle is in a roadworthy condition and is safe to drive; and
- You do all You can to keep Your vehicle and its contents safe; and
- Your vehicle must have a current and valid MOT certificate (if applicable).

If Your vehicle is damaged whilst covered under this policy, You must do whatever is necessary to protect Your vehicle and any accessories from further loss or damage.

5. Period of insurance and premium payment

We have agreed to insure You against loss as described in this policy that may occur within the territorial limits of the policy during the period of insurance, provided that You have paid the premium shown in the schedule. The cover We provide is subject to the terms, conditions and exceptions contained in this policy booklet or in any endorsement applying to this policy.

6. Event Road Sections

The purpose of this insurance cover is to provide Third Party Only cover, for the duration of a regulated event where Your own Vehicles motor insurance may exclude rallying, speed trials, the type of activity in which You are participating.
To make sure You comply with the terms of this Policy You must ensure:

a) You qualify for the terms of cover printed in The Event regulations

b) The Vehicle has passed scrutineering for The Event

c) You have paid the additional premium to The Event organisers

d) You have signed on with The Event organisers

e) You hold a valid Motor Insurance Policy for The Vehicle

7. Other insurance

If You are covered by any other insurance policy for any claim, We will only pay Our share of the claim.

8. Rights of Third Parties

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under road traffic law in any country in which this insurance applies.

9. Cancelling Your policy

You may cancel this policy at any time by notifying Your insurance broker. Due to the short-term nature of the policy, there will be no refund of premium.

Making a claim

What to do if You have an accident Contact Us on: 03333 058120

To obtain immediate assistance at the roadside call Our Roadside Priority Claims Helpline on 01702 447878

Our UK based, experienced advisors will take initial claim details and discuss recovery of The Vehicle. Please aim to call within 1 hour of the accident, but no longer than 24 hours. This is regardless of whether You wish to make a claim under the policy or not. Delay in notification of an incident may invalidate Your right to claim.

Please quote Your policy number and provide as much information as You can. If Your claim is due to theft, attempted theft, riot or vandalism You must also inform the Police and obtain a crime reference number.

It should be noted that due to the short-term nature of this policy greater, more rigorous validation is required in respect of newly submitted claims. Upon completion of such checks We will deal with Your claim and claims made against You, as quickly and fairly as possible.

Please read the Accident and claims procedure in the General Conditions of this policy.

For the protection of You and Us, telephone calls may be recorded and monitored.

Privacy Notice

Data Protection and sharing information with other organisations

We are governed by the Data Protection legislation applicable in the United Kingdom. Under this legislation We are required to provide You with the following information. The information explains how We may use Your details and tells You about the systems We have in place that allow Us to detect and prevent fraudulent applications and claims. The savings that We make help Us to keep premiums and products competitive.

For the purpose of the relevant legislation, the Data Controller in relation to any personal data You supply is First Underwriting Ltd. First Underwriting Limited may store Your information on a computer and in certain circumstances may have to transfer Your information to another country but First Underwriting Limited will not pass information to any country outside of the EEA (European Economic Area). By proceeding with Your insurance application, You agree to this.

Telephone Calls

We may monitor and record telephone calls for the purpose of security and training.

Insurance administration

Information You supply may be used for the purposes of insurance administration by:

1) Us, other members of our group and Our agents;
2) other insurance entities (such as our reinsurers) who have an interest in the risk accepted under this insurance;
3) Our regulators;
4) potential purchasers of the whole or part of Our business;

In assessing any claims made, We may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for Us such as loss adjusters or investigators.

Exchanging information with other insurers

We pass information to the Claims and Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help Us to check information provided and also to prevent fraudulent claims. When We deal with Your request for insurance, they may search the register. When You tell Us about an incident (such as a fire, collision or theft) which may or may not give rise to a claim, We will pass information relating to it to the register.

You can ask Us for more information about this.

Access to information

You are entitled to receive a copy of the information held about You by Us. If You have any questions, or You would like to find out more about this notice You can write to the Data Protection Officer at First Underwriting Ltd, First Underwriting Ltd, The Gherkin 30 St Mary Axe London EC3A 8EP.

Motor insurance database

Due to the nature of this Short Term insurance, We will not add The Vehicle to the Motor Insurance database ("MID").

Fraud prevention, detection & claims history

In order to prevent and detect fraud We may at any time:

1) Share information about You with the police, fraud prevention agencies and databases, and if You give Us false or inaccurate information and We suspect fraud, We will record this. We and other organisations may also search these agencies and databases to:
   a) help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;
   b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
   c) Check Your identity to prevent money laundering, unless You furnish other satisfactory proof of identity;
2) Undertake credit searches and additional fraud searches (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).

We can supply on request further details of the databases they access or contribute to.

Credit searches and accounting

In assessing Your application/renewal, We may search files made available by credit reference agencies. They keep a record of that search. We may also pass to credit reference agencies information We hold about You and Your payment record with Us. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

We may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by Us, acceptance or rejection of Your application will not depend only on the results of the credit scoring process.

Sensitive data

In order to access the terms of the insurance contract or administer claims which arise, We will need to collect data which the Data Protection Act (2018) defines as sensitive such as medical history or criminal convictions. By proceeding with this contract, You will signify Your consent to such information being processed by us or our agents.

Cancellation

Your cancellation rights:

1) You have the right to immediately cancel the cover within fourteen (14) days of the commencement of the Period of Insurance.
2) You should exercise this right by contacting the entity that effected this insurance on Your behalf or by writing to Us;
3) If You do exercise this right and if no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the period of insurance, we will return to Your Premium in full if Cover has not yet commenced or a proportion of the premium calculated on a pro-rata basis.;

Our cancellation rights:

- In addition to Our rights set out in the following clauses:

  a) Your duty to not misrepresent the risk;

  b) Period of Insurance and premium payment;

  c) Fraud;

  We may, if We have a valid reason, cancel this insurance at any time by sending You notice in writing to Your last known address. The notice will include the reason for the cancellation, which may include but are not limited to Your:

  a) continued failure to comply with the terms and conditions of this policy;

  b) failure to co-operate with Us or provide Us with information or documentation Wereasonably require where such the lack of cooperation affects:

     i) Our ability to process a claim;

     ii) the defence of our interests;

     iii) the making of risk based underwriting decisions.

     In this case, the notice of cancellation will be withdrawn if You provide the details required in the letter within the notice period;

  c) use of threatening, abusive or intimidating behaviour or inappropriate language towards, or bullying of Our staff or anyone acting on Our behalf;

  If We cancel this policy, provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the Period of Insurance We will return to You to a proportionate return of the Premium in respect of the unexpired Period of Insurance. The amount of Premium refund payable will be reduced by all unpaid Premiums or unpaid Premium instalments due.

What cover do You have?

Your Schedule shows what cover You have paid for.

Comprehensive	All sections of this policy apply.
Third Party Fire and Theft	If **your cover** is third party fire and theft, the sections of this policy booklet which apply are: • Section 1, but only if the loss or damage is caused by fire, lightning, explosion, theft or attempted theft; and • Sections 2, 3, and 4.
Third Party only	If **your cover** is third party only, the sections of this policy booklet which apply are Sections 2, 3, and 4.

The General Exceptions and General Conditions of this Motor Insurance Policy apply to all levels of cover.

Cover is subject to any Endorsement shown as applying in the Schedule.

Section 1 - Loss or damage to The Vehicle

What You are covered for

Loss or damage

We will indemnify You for loss of or damage to The Vehicle when under your control and if the damage is caused by:

a) accident;

b) malicious damage, other than such damage caused by Your employees;

c) fire, lightning, explosion;

d) theft or attempted theft;

up to the market value of The Vehicle, up to a maximum of £65,000, at the time of loss or damage.

What happens in the event of a claim

See also page 9 – Making a claim

Amount payable

We will decide whether to:

a) pay You the pre-accident value of The Vehicle;

but We will not pay for more than the market value of The Vehicle, limited to a maximum payment of £65,000 less the applicable policy excess.

If We cannot repair or replace a damaged part or accessory, We will pay You the manufacturer's last listed price.

Total loss

If The Vehicle is deemed uneconomical to repair and declared a total loss, We reserve the right to move it to a place of free and safe storage pending settlement of the claim. Upon settlement of the claim, what remains of The Vehicle will become our property and We will not return any premium for the remaining period of insurance.

Non-manufacturer's parts

We may at Our option fit replacement parts which have not been made by The Vehicle's manufacturer but which are of a similar standard;

Accident recovery and protection

If The Vehicle sustains damage covered by this section and cannot be driven after an accident, We will pay the reasonable cost of protecting it or taking it to the nearest repairer or to a safe place. You must not drive The Vehicle if this will increase the damage. If necessary, We will also pay the reasonable costs of delivering The Vehicle to The Owner's address shown in the schedule after it has been repaired.

Hire Purchase and Financial Agreement

If We know that The Vehicle is the subject of a hire purchase or other similar agreement with a finance company and is declared to be a total loss, We will make any payment to the legal owner described in that agreement. We will not be liable for any other costs after this.

What You are not covered for

See also the General Exceptions

This section excludes:

Breakdown	any mechanical, electrical, electronic, computer or computer software breakdown, failure, fault or breakage.
Confiscation	the confiscation or requisition or destruction of The Vehicle by or under the order of any government or public or local authority.
Deception	the loss or refund money as result of You parting from The Vehicle by means of any fraudulent scheme, trick, device or false pretence.
Deliberate acts	any loss or damage to The Vehicle as a result of road rage damage or deliberate act caused by You, including collision with temporary barriers, chicanes and signage, scratches caused by driving alongside bushes, hedges and trees, The Owner or any person who is covered to drive The Vehicle.
Depreciation	any loss in value of The Vehicle, including any reduction in the market value of The Vehicle following repairs.
Excess	the first amount, or amounts, shown in the schedule and any endorsement as the excess. This will apply to each claim for loss or damage to The Vehicle including damage caused by fire, lightning, explosion, theft or attempted theft. These excesses will not apply when The Vehicle is in the hands of the motor trade for servicing or repair.
Fuel	a) Loss of fuel; b) Loss or damage caused by the use of the wrong type or grade of fuel.
Glass	Any damage or loss which solely involves breakage of glass in the windows or windscreen of The Vehicle.
Goods and personal effects	loss or damage to: a) money, credit or debit cards, tickets, jewellery, audio and video equipment and media, documents and securities, mobile phones, satellite navigation equipment, computers and tablets; b) tools, spare parts, trade goods or samples safety equipment, clothing and specialist electronic tracking and radio devices

Improvements	repairs or replacements which improve The Vehicle beyond its condition before the loss or damage happened.
Indirect losses	indirect losses which result from the incident that caused You to claim including but not limited to the financial consequence of You or The Owner not being able to use The Vehicle.
Modifications	loss or damage to any modifications to The Vehicle unless they form part of the manufacturer's standard specification or are optional extras that You have disclosed to Us and We have agreed to cover.
Participant to Participant	any loss or damage to property directly or indirectly caused by any incident involving other vehicles participating in The Event.
Repossession	loss resulting from The Vehicle being repossessed by its legal owner.
Security device	loss or damage to The Vehicle if a security system and/or tracking device which We have required You to use or You have told Us about in the information and statements has not been set, is not in full working order or any network subscription for the maintenance contract of the system and/or air time is not current at the time of any loss.
Sonic bang	loss or damage to The Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
Trailer	any loss or damage to caravans or any other form of trailer.
Tyres	damage to tyres due to application of brakes, wear and tear, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving The Vehicle.
Unsecured vehicle	loss or damage from theft or attempted theft where: a) all locks have not been engaged; b) any windows have been left open; c) the immobiliser is either not working or not been activated; d) the keys have been left in or on The Vehicle.
Wear and tear	Any loss attributable to wear and tear, gradual deterioration, rust, oxidisation, fading or tarnishing.

Section 2 - Liability to other people

What You are covered for

Your legal liability

We will indemnify You for Your legal liability for the death of or injury to any person or damage to property of others as a result of You driving The Vehicle Your certificate of motor insurance shows You are covered to drive. This includes towing any trailer or broken down vehicle, but the towing must be:

a) allowed by law;

b) made without reward;

c) configured so that vehicle or trailer being towed is properly attached to The Vehicle.

What is not covered

See also the General Exceptions

This section excludes:

Business use — the use by any person for their business or employment unless agreed by Us and shown in Your certificate of insurance;

The driver — liability for the death or injury to any person driving The Vehicle or in charge of it for the purpose of driving it;

Employment — liability for the death or injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this section;

Fines — fines, penalties, punitive or exemplary damages awarded intended to punish the driver's or Your wrongdoing;

Goods — damage to anything which either is being carried in or on The Vehicle, or is being carried in or on any trailer or other vehicle which is being towed by or attached to The Vehicle;

Limits of indemnity for property damage — any amount beyond twenty million pounds (£20,000,000) in respect of any one claim or series of claims arising from one accident in respect of damage to property of others.

Limits of indemnity for claimants' costs — any amount beyond for claimants' costs for any amount greater five million pounds (£5,000,000) in respect of any one claim or series of claims arising from one accident.

Loading and unloading — liability for death, injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of The Vehicle.

Other insurance — any cover for anyone who is covered by any other insurance.

Own property any loss or damage to :

a) The Vehicle;
b) any property owned by, in the possession of, or in The Vehicle or any person who claims indemnity under this section.

Participant to Participant any loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by any incident involving other vehicles participating in The Event.

Pollution any loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which:

a) occurs in its entirety at a specific time and place during the period of insurance;
b) is caused by The Vehicle or the driving of The Vehicle.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The limit of indemnity for pollution from such sudden identifiable unintended and unexpected cause shall not exceed one million pounds (£1,000,000) for any one claim or series of claims arising from one incident.

Territorial limits any cover for liability from any proceedings brought against You or judgement passed in any court outside of the territorial limits, unless the proceedings or judgement arise out of The Vehicle being used in a foreign country which we have agreed to extend cover under the terms of Section 9 - Territorial Limits and Using The Vehicle Abroad and the proceedings are brought and judgement is made in such country.

Tool of trade liability for the death, injury or damage to property, arising directly or indirectly out of the operation of The Vehicle or any trailer attached to it as a tool of trade.

Trailer or caravan

a) death or injury to any person being carried in or on any trailer or caravan;

b) damage to any trailer or other vehicle which is being towed by, or attached to, The Vehicle.

Unauthorised use liability for death, bodily injury or damage to property caused by any person taking or using The Vehicle without The Owner's permission.

Application of Limits of cover

In the event of any accident involving cover for more than one person insured under this section, any limitation by the terms of this policy or any endorsements relating to the maximum amount payable shall apply to the aggregate amount of payments on behalf of all such persons covered and Your liability shall be settled in priority

Section 3 - Defence costs

What You are covered for

In the event of an accident that may give rise to a claim under section 3 of this policy, We will at Our option indemnify You for reasonable:

Coroner's inquest costs	solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such accident or for defending in any criminal proceedings relating to such accident;
Legal costs	legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person covered under section 3 of this policy;
Manslaughter defence costs	legal expenses in respect of proceedings taken against a person insured under section 3 of this policy for manslaughter, or reckless or dangerous driving causing death, or careless or inconsiderate driving causing death, in respect of their driving at the time of the accident;
Miscellaneous	other legal costs and expenses provided We agree them beforehand.

If We agree to pay these costs under this policy, the choice and appointment of legal representation and the extent of any assistance that We provide will be entirely at Our discretion. There will be no agreement to pay these costs unless We have confirmed this to You in writing.

What You are not covered for

Any costs incurred for:

Appeal costs	Any appeal court costs unless We agree otherwise and the solicitor or barrister that We have appointed considers that there is a more than sixty percent chance of success;
Guilty plea	Any legal representation if You are pleading guilty;
Plea against advice	Proceeding to defend a charge against the advice of any solicitor or barrister that We have appointed;
Representation You arrange	Any legal representation which You arrange without obtaining Our consent first;
Territorial limits	Any proceedings brought against You or judgement passed in any court outside of the territorial limits, unless the proceedings or judgement arise out of The Vehicle being used in a foreign country which We have agreed to extend cover under the terms of Section 9 - Territorial Limits And Using The Car Abroad and the proceedings are brought and judgement is made in such country.

Section 4 - Territorial limits and using The Vehicle abroad

Territorial limits

The cover provided by this policy applies in full while The Vehicle is within the territorial limits including the transportation therein by a normal river sea or rail route.

The vehicle must be in the UK at the start and end of the policy.

European Union Cover

The insurance We provide in this policy also gives You the minimum cover required by the laws of compulsory insurance for You to use The Vehicle on a road in:

a) Any country which is a member of the European Union;

b) Any country which has agreed to follow European Union Directives relating to compulsory motor insurance and isapproved by the Commission of the European Union;

This minimum cover will be extended to that shown in the Schedule for a period of up to twenty-eight (28) consecutive days in any one period of insurance. The same cover will extend to include the processes of loading, unloading and transporting The Vehicle to and from the countries in which We have agreed to insure The Vehicle must be transported by a recognised sea or motor rail route which takes sixty-five (65) hours or less under normal conditions, or by the Channel Tunnel fixed link.

Customs duty

We will pay any customs duty You are charged if You have to leave The Vehicle in one of the countries covered as a result of loss or damage which is covered by this policy.

Other charges

We will insure You against General Average Contributions, Salvage Charges, and Sue and Labour charges You have to pay while The Vehicle is being transported by sea, as long as The Vehicle is insured for loss or damage and the contribution relates to the value of The Vehicle.

General Exceptions

Unless We are required to do so by a relevant road traffic law, We will not pay for any accident, injury, loss, damage or liability:

Aircraft and aircraft sites

while The Vehicle is in or on that part of an aerodrome, airport, airfield or military base provided for:

a) Aircraft to take off and land or move on the surface; or

b) Aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.

Contractual liability

arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.

Criminal acts

whilst You or any person entitled to drive is driving The Vehicle while:

a) carrying out a criminal offence for which You or such person is subsequently convicted;

b) under the influence of drink or drugs;

In those circumstances, We reserve the right to recover from You or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgement of any claim arising from the accident where We are required to make a payment under the road traffic acts.

Driving Licence

while The Vehicle is being driven by You or any person with The Owner's permission and You or that person:

a) does not hold a licence to drive The Vehicle for the use required or has had the licence to drive The Vehicle revoked; or

b) has held but is currently disqualified from holding orobtaining such a licence; or

c) does not fully comply with the conditions of their licence;

d) holds, or last held a provisional licence

Earthquake

caused by earthquake or earthquake shock.

Other Insurance

If, at the time of any loss, damage or liability covered under this policy, You have any other insurance which covers the same loss, damage or liability, Cover under this policy will be treated as void We will not provide any indemnity in respect of the claim.

Radioactive contamination

directly or indirectly caused by, or contributed to by, or arising from:

a) Ionising radiations or radioactive contamination from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly

Motorsport occurring while The Vehicle is being driven on a rally special stage, speed and handling test, racetrack, circuit or any other prepared course or derestricted toll road including but not limited to the Nurburgring Nordschleife.

Riots caused by riot or civil commotion elsewhere than in Great Britain, the Isle of Man or the Channel Islands.

Territorial limits while outside of the territorial limits of this policy unless extended under the terms of Section 9 of this policy (apart from the minimum cover required by law).

Terrorism and war arising directly or indirectly out of:

a) any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear;

b) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power;

except so far as is necessary to meet the requirements of the laws relating to the compulsory insurance of motor vehicles in any country to which this policy applies.

Use while The Vehicle is in Your control and is being:

a) driven other than in accordance with the provisions of the certificate of motor insurance;

b) used other than in accordance with the provisions of the certificate of motor insurance;

c) used other than for the purposes specified in the Schedule

d) driven by anyone without The Owner's permission;

e) driven when it is not fit and safe to do so, including but not limited to:

i) while any load in or on The Vehicle is not being conveyed safely; or

ii) The Vehicle is conveying a load in excess of that for which it was constructed; or

iii) carrying a number of passengers that is likely to affectthe safe driving of The Vehicle

f) used for the principal purpose of the transportation of:

   i) high explosives, such as nitro-glycerine, dynamite and/or any similar explosive;

   ii) any flammable liquid in bulk;

   iii) chemicals or gases in liquid, compressed and/or gaseous forms

General Conditions

Accident and claims procedure

You must contact Us using Our 24 Hour Claims Helpline as soon as possible, about any accident, loss or damage regardless of Your intention to make a claim under this insurance.

The 24 hour Claims Helpline number is: 03333 058120

- If Your claim is due to theft, riot, attempted theft or vandalism You must also inform the Police and obtain a crime reference number;
- You must report the accident to the Police and Us within twenty four (24) hours at the latest if anyone is injured;
- If possible, please note the registration number(s) of the vehicle(s) involved and if the vehicle is a lorry, please also obtain the cab number
- You must inform the organisers of the Event
- Regarding claims for damage to The Vehicle:
  - a) You must tell Us about any damage You are going to claim for;
  - b) repairs are normally undertaken by our approved repairer. If You choose not to use Our approved repairer:
    - i) You must obtain a written estimate for repair from Your repairer before instructing the repairer;
    - ii) We will authorise repairs by Your repairer only if We consider the estimate for repairs reasonable;
    - iii) If We believe the estimate is unreasonable We may at Our sole option, settle the claim for repairs to The Vehicle by paying the amount quoted by our approved repairer less the applicable excess.
- If there are any circumstances that may give rise to a claim against You or Us from someone else You must tell Us as soon as reasonably possible and in no event less than three (3) days after the accident;
- If You receive notice of a claim from someone else, You must:
  - a) tell Us immediately;
  - b) send to Us:
    - i) all correspondence You receive;
    - ii) every writ, summons and County Court Claim Form You receive.
- You must tell Us immediately if You are about to be prosecuted or have to go to an inquest and confirm the same to Us in writing.
- If We ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy, You must supply this documentation before We can proceed with the settlement
- We shall have discretion in the conduct of any proceedings or in the settlement of any claim.
- You must not admit liability for, or offer to settle, any claim without our permission.

- We shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.
- No proceedings may be commenced against, or settlement accepted from, any other party without our written consent.
- You must give Us whatever co-operation, information and assistance We require in dealing with any claim under this policy

Alterations

1) You must tell Us of any alterations or changes to The Vehicle, the driver details, Your business, or any of the details that may affect the cover which occur during the period of insurance if You require them to be covered by this policy. A non-exhaustive list of these include:

   a) changes to The Vehicle which improve its value or alter its attractiveness to thieves, performance or handling;

   b) any change of vehicle;

   c) change of Your:

      i) occupation (including part-time);

      ii) change of address (including where The Vehicle is kept);

   d) change of drivers or their licence status (including test passes, penalty points or disqualifications);

   e) any drivers suffering a medical condition that requires notification to the DVLA.

2) Without affecting the condition relating to cancellation We shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance.

Excess

Sometimes more than one excess can apply in which case We add them together. Ask Your insurance broker or adviser for more details of the total excess which may apply.

Fraudulent claims

If You or anyone acting on Your behalf makes a claim, or statement in connection with any claim, or part of a claim that is fraudulent, false or exaggerated We may:

a) Reject the claim, or reduce the amount of payment We make;

b) Void Your policy from the date the fraudulent act was committed and not return any premium paid;

c) Recover from You any costs We have incurred relating to the fraudulent claim and any further claims notified to Us after the date the fraudulent act occurred;

d) Report all fraudulent activities to the Police authorities to assist in the detection and prosecution of such matters under the Proceeds of Crime Act 2002.

These remedies shall not be available against any other entity insured under this policy that was not implicated in the fraud.

Loss reduction If You do not comply with any part of any condition which makes payment of a claim conditional upon compliance with it and such compliance would tend to reduce:

a) losses of a particular kind;

b) loss at a particular location;

c) losses of a particular time;

We will not pay for any claim unless You can show that non-compliance with the condition could not have increased the risk of the loss that actually occurred in the circumstances that occurred.

Other insurance If, at the time of any loss, damage or liability covered under this policy, You have any other insurance which covers the same loss, damage or liability, Cover under this policy will be treated as void We will not provide any indemnity in respect of the claim.

Our rights

1) If We have to settle a claim because of the law of any country in which this policy applies which We would not otherwise have paid, We reserve the right to recover the amount from You or the person who incurred the liability;

2) You must allow Us to examine The Vehicle at any reasonable time.

Sanctions We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us or any member of our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country

Valid MOT There must be a valid Department for Transport test certificate (MOT) in force for The Vehicle if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) when one is needed by law all cover under section 1 of this insurance is cancelled and of no effect.

Vehicle maintenance You must do all that You can to protect The Vehicle against loss or damage and maintain it in a roadworthy condition in accordance with relevant road traffic laws.

How to make a complaint

Our commitment to you

We strive to provide an excellent service to all Our customers but occasionally things can go wrong. We take all complaints seriously and endeavour to resolve all customers' problems promptly. If You have a question about this insurance or complaint about Your broker, You should contact Your broker.

If Your complaint is in relation to this insurance or a claim You should contact Us as follows:
Jacqueline Boast
Chief Executive Officer

First Underwriting Ltd
The Gherkin
30 St Mary Axe
London EC3A 8EP

If We cannot resolve Your complaint straightaway, We will aim to resolve Your concerns as soon as possible and We will keep You informed of progress while Our enquiries are continuing.

If Your complaint involves the services of the insurer, You may complain to them directly, and We will provide the contact details for You.

The Financial Ombudsman Service (FOS)

If We are unable to resolve Your complaint to Your satisfaction or if You remain dissatisfied following receipt of Our final response letter, You may be able to ask the FOS to formally review Your case. You must contact FOS within six (6) months of Our final response.

The FOS contact details are as follows:
Financial Ombudsman Service Exchange Tower, London E14 9SR
You can telephone for free on:
0800 023 4567 for people phoning from a “fixed line” (for example a landline at home) or
0300 123 9123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02
Or by e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and You are entitled to contact the FOS at any stage of Your complaint. If You are unsure whether FOS will consider Your complaint or for more information please contact the ombudsman directly, or visit www.financialombudsman.org.uk.

You may also be able to refer Your complaint to:

Office of the Arbiter for Financial Services, Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, telephone (+356) 212 49245 if You are not satisfied with Our final response or We have not responded within fifteen (15) working days. You will have to pay EUR 25.00 at the time of making Your complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a “complaint” refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms “person” does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk in situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit https://financialarbiter.org.mt/en/Pages/Home.aspx

Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from the Scheme if We are unable to meet Our obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website (www.fscs.org.uk)